

<i>SERFF Tracking Number:</i>	<i>AMMH-125930091</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Family Home Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>20080415-07</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>2009 - Jetsport Forms</i>		
<i>Project Name/Number:</i>	<i>2009 - Jetsport Forms/20080415-07</i>		

Filing at a Glance

Company: American Family Home Insurance Company

Product Name: 2009 - Jetsport Forms

SERFF Tr Num: AMMH-125930091 State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0000 Inland Marine Sub-TOI

Co Tr Num: 20080415-07

State Status: Fees verified and received

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi

Author: Mellisa Anderson

Disposition Date: 12/18/2008

Date Submitted: 12/04/2008

Disposition Status: Approved

Effective Date Requested (New): 02/01/2009

Effective Date (New): 02/01/2009

Effective Date Requested (Renewal): 02/01/2009

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: 2009 - Jetsport Forms

Status of Filing in Domicile:

Project Number: 20080415-07

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/18/2008

State Status Changed: 12/09/2008

Deemer Date:

Corresponding Filing Tracking Number: 20081202-02

Filing Description:

On behalf of American Family Home Insurance Company and in accordance with the filing requirements of Arkansas, I am submitting a new Jetsport watercraft program.

Please find this as a Form filing that goew along with the Rate/Rule filing # 2081202-02.

SERFF Tracking Number:	AMMH-125930091	State:	Arkansas
Filing Company:	American Family Home Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	20080415-07		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	2009 - Jetsport Forms		
Project Name/Number:	2009 - Jetsport Forms/20080415-07		

Company and Contact

Filing Contact Information

Mellisa Anderson, Filing Analyst	melanderson@amig.com
7000 Midland Blvd	(800) 759-9008 [Phone]
Amelia, OH 45102	(513) 947-4929[FAX]

Filing Company Information

American Family Home Insurance Company	CoCode: 23450	State of Domicile: Florida
1301 Riverplace Blvd, Ste 1300	Group Code: 361	Company Type: Property and Casualty
Jacksonville, FL 32207	Group Name:	State ID Number:
(800) 759-9008 ext. [Phone]	FEIN Number: 31-0711074	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	This is the fee for a form filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Family Home Insurance Company	\$50.00	12/04/2008	24320483

SERFF Tracking Number:	AMMH-125930091	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	12/18/2008	12/18/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	12/09/2008	12/09/2008	Mellisa Anderson	12/15/2008	12/15/2008
Industry						
Response						

<i>SERFF Tracking Number:</i>	<i>AMMH-125930091</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>2009 - Jetsport Forms</i>		
<i>Project Name/Number:</i>	<i>2009 - Jetsport Forms/20080415-07</i>		

Disposition

Disposition Date: 12/18/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMMH-125930091 State: Arkansas

Filing Company: American Family Home Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: 20080415-07

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: 2009 - Jetsport Forms

Project Name/Number: 2009 - Jetsport Forms/20080415-07

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document (revised)	Proposed Forms List	Approved	Yes
Supporting Document	Proposed Forms List	Approved	Yes
Form	Jetsport Personal Watercraft Insurance Policy Machinery Damage Exclusion Endorsement	Approved	Yes
Form	Jetsport Personal Watercraft Insurance Policy Advantage Plus Endorsement	Approved	Yes
Form	Jetsport Personal Watercraft Insurance Policy Advantage Endorsement	Approved	Yes
Form	Jetsport Personal Watercraft Insurance Policy	Approved	Yes
Form	Arkansas Act 197 of 1987	Approved	Yes
Form	Declaration Page example	Approved	Yes
Form	Cancellation Notice and Non-Renewal Notice Examples	Approved	Yes
Form	Jetsport Personal Watercraft Insurance Policy Amendatory Endorsement-Arkansas	Approved	Yes

SERFF Tracking Number: AMMH-125930091 State: Arkansas
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Company Tracking Number: 20080415-07
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: 2009 - Jetsport Forms
Project Name/Number: 2009 - Jetsport Forms/20080415-07

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/09/2008
Submitted Date 12/09/2008
Respond By Date

Dear Mellisa Anderson,

This will acknowledge receipt of the captioned filing. The Appraisal Provision must be amended in accordance with Bulletin No. 19-89. Appraisal must be voluntary and non-binding. Also, per Bulletin No. 4-82 punitive damages must be defined per the definition provided in such bulletin. Lastly, the Recovery Rights must state the insured must be fully compensated before the insurers right to recovery arises per the Arkansas Supreme courts decision in Franklin v. Healthsource.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/15/2008
Submitted Date 12/15/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Good Morning Alexa Grissom,

Please find an Arkansas Amendatroy Endorsement to address the objection letter. I have also revised the forms page to show the new endorsement.

Thank you
Mellisa Anderson

Changed Items:

SERFF Tracking Number: AMMH-125930091 State: Arkansas
 Filing Company: American Family Home Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 20080415-07
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: 2009 - Jetsport Forms
 Project Name/Number: 2009 - Jetsport Forms/20080415-07

Supporting Document Schedule Item Changes

Satisfied -Name: Proposed Forms List

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Jetsport Personal Watercraft Insurance Policy Amendatory Endorsement-Arkansas	JSA03	12/08	Endorsement/AmendmentNew /Conditions				JSA03-200812.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Mellisa Anderson

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Filing Company: American Family Home Insurance Company State Tracking Number: EFT \$50

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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: 2009 - Jetsport Forms

Project Name/Number: 2009 - Jetsport Forms/20080415-07

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Jetsport Personal Watercraft Insurance Policy Machinery Damage Exclusion Endorsement	JSM00	04/00	Endorsement/Amendment/Conditions			JSM00_04.0 0.pdf
Approved	Jetsport Personal Watercraft Insurance Policy Advantage Plus Endorsement	JSADP	01/05	Endorsement/Amendment/Conditions			JSADP_01.0 5.pdf
Approved	Jetsport Personal Watercraft Insurance Policy Advantage Endorsement	JSV00	01/05	Endorsement/Amendment/Conditions			JSV00_01.0 5.pdf
Approved	Jetsport Personal Watercraft Insurance Policy	JS000	03/06	Endorsement/Amendment/Conditions			JS000_03.0 6.pdf
Approved	Arkansas Act of 1977	1428	02/02	Endorsement/Amendment/Conditions			71428_02.02 .pdf
Approved	Declaration Page example	0100-4269	05/92	Declaration New s/Schedule			0110-4269_05.92. pdf
Approved	Cancellation Notice and Non-Renewal Notice Examples	JENRI and JENRIC-16		Cancellation/Non-Renewal Notice			JENRI and JENRIC-16 _both forms listed here.pdf

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Product Name: 2009 - Jetsport Forms
Project Name/Number: 2009 - Jetsport Forms/20080415-07

Approved Jetsport Personal JSA03 12/08 Endorsement New JSA03-
Watercraft nt/Amendment 200812.pdf
Insurance Policy ent/Conditions
Amendatory ons
Endorsement-
Arkansas

**JETSPORT
PERSONAL WATERCRAFT INSURANCE POLICY
MACHINERY DAMAGE EXCLUSION ENDORSEMENT**

In return for a reduced premium, **we** agree with **you** that the following exclusion is added to **ADDITIONAL EXCLUSIONS** under **TERMS APPLYING TO COVERAGE A** in **SECTION I - WATERCRAFT DAMAGE INSURANCE** of the policy.

We will not pay for **loss** to any engine, transmission, mechanical or electrical part of the **insured watercraft**.

JETSPORT PERSONAL WATERCRAFT INSURANCE POLICY ADVANTAGE PLUS ENDORSEMENT

We agree to add the following additional Definitions and Coverages to **your** Policy:

ADDITIONAL DEFINITIONS

1. **"Emergency assistance"** means reasonable and necessary services for:
 - a. towing to the nearest place where necessary repairs can be made;
 - b. the cost of delivering gas, oil, parts or loaned battery (but excluding the cost of these items themselves);
 - c. labor charges up to one hour for emergency repairs.
2. **"Non-owned watercraft"** means a watercraft that **you** rent or borrow with the owner's permission. It does not include watercraft:
 - a. owned in whole or in part by **you** or one of **your family members**;
 - b. available to **you** or **your family members** for regular use;
 - c. used by **you** or **your family members** for more than 14 consecutive days;
 - d. more than 26 feet in length;
 - e. capable of attaining a top speed in excess of 50 miles per hour.
3. **"Personal property"** means personal effects owned by **you** or **your household** while these items are aboard the **insured watercraft**, or being loaded or unloaded. Included are clothing, fishing gear, and sporting equipment. Not included are:
 - a. money, jewelry, watches, or furs;
 - b. valuable papers, photographs, personal ledgers or records;
 - c. antiques, collectibles, fine arts, china, glassware, or silver;
 - d. photography equipment, firearms, computer hardware or software;
 - e. cassettes, tapes, compact disks, and similar items used for the storage of music or electronic data;
 - f. consumables.
4. **"Uninsured watercraft"** means:
 - a. a watercraft that has no valid or collectible insurance for **bodily injury** or **property damage**, and
 - b. a watercraft owned or operated by a person or organization with no valid or collectible insurance for **bodily injury** or **property damage**; or
 - c. a watercraft with an owner who cannot be found or identified (such as in a hit-and-run situation).

It does not include a watercraft that is:

- a. owned in whole or in part by you or one of **your family members**;
 - b. available to you or **your family members** for regular use;
 - c. used by **you** or **your family members**;
 - d. owned or operated by a state or federal governmental agency or authority.
5. **"Your household"** means **your family members** who reside with **you** in the same household.

EMERGENCY ASSISTANCE COVERAGE

We will reimburse you for the reasonable expenses that an **insured person** incurs for **emergency assistance** for the **insured watercraft** if it is disabled while navigating or trailering.

ADDITIONAL TERMS APPLYING TO EMERGENCY ASSISTANCE COVERAGE

1. ADDITIONAL EXCLUSIONS

This coverage does not apply when the **insured watercraft** is docked, moored, anchored, or parked in a safe location.

2. LIMIT OF LIABILITY

We will not pay **you** more than \$250 per incident. However, **we** will pay no more than \$500 for all **emergency assistance** during the Policy Period.

3. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance.

NON-OWNED WATERCRAFT LIABILITY COVERAGE

We will pay for **bodily injury** or **property damage** for which **you** or **your household** are legally liable as a result of the operation of a **non-owned watercraft**. All terms, conditions, exclusions and limitations to Coverage B for the **insured watercraft** apply to **non-owned watercraft** coverage for **bodily injury** or **property damage** except as stated below.

ADDITIONAL TERMS APPLYING TO NON-OWNED WATERCRAFT LIABILITY COVERAGE

1. ADDITIONAL EXCLUSIONS

We will not pay for:

- a. **property damage** to the **non-owned watercraft**;
- b. **bodily injury** to an owner of the **non-owned watercraft** or their **family members**.

2. LIMIT OF LIABILITY

Our Limit of Liability for all **bodily injury** or **property damage** arising out of one **accident** is equal to the each person limit for **bodily injury** for Coverage B identified on the Declarations.

UNINSURED WATERCRAFT COVERAGE

We will pay for **bodily injury** sustained by **you** or **your household** while aboard the insured watercraft for which you or your household are legally entitled to recover from the owner or operator of an **uninsured watercraft**. The **bodily injury** must be caused by an **accident** involving the collision of an **uninsured watercraft** and the **insured watercraft**. The **accident** must occur during the Policy Period shown in the Declarations.

ADDITIONAL TERMS APPLYING TO UNINSURED WATERCRAFT COVERAGE

1. ADDITIONAL EXCLUSION

We will not pay for **bodily injury** claims settled without our written consent.

2. LIMITS OF LIABILITY

- a. Our Limit of Liability for **bodily injury** to any one person in one **accident** is equal to the each person limit for **bodily injury** for Coverage B identified on the Declarations.
- b. This limit shall apply separately to each person injured in any one **accident**. **Bodily injury** sustained by any one such person shall include all injuries and damages sustained by others as a consequence of the **bodily injury**.

3. PAYMENT REDUCTION

Our payment under this coverage shall be reduced by amounts:

- a. paid by or on behalf of those legally liable;
- b. paid or payable under Coverage B or C of this Policy.

4. NO BENEFIT TO OTHERS

This coverage shall not inure to the benefit of any person or organization other than **you** and **your household**.

PERSONAL PROPERTY COVERAGE

We will pay for damage to **personal property** on the same terms **we** agree to pay for loss to the **insured watercraft** under Coverage A. All terms, conditions, exclusions, and limitations to Coverage A apply to coverage for damage to **personal property** except as stated below.

ADDITIONAL TERMS APPLYING TO PERSONAL PROPERTY COVERAGE

1. LIMITS OF LIABILITY

Our Limit of Liability for all combined losses to **personal property** arising out of any one **accident** shall not exceed the lesser of:

- a. \$300;
- b. the amount necessary to repair or replace the **personal property**;
- c. the actual cash value of the **personal property**;

2. DEDUCTIBLE

The deductible for the **insured watercraft** shown in the Declarations does not apply to damage to **personal property**. A separate \$50 deductible applies instead. However, this separate deductible will be waived if loss also occurs, at the same time, to the **insured watercraft** and the deductible shown in the Declarations is fully applied.

JETSPORT PERSONAL WATERCRAFT INSURANCE POLICY ADVANTAGE ENDORSEMENT

We agree to add the following additional Definitions and Coverages to **your** Policy:

ADDITIONAL DEFINITIONS

1. **"Emergency assistance"** means reasonable and necessary services for:
 - a. towing to the nearest place where necessary repairs can be made;
 - b. the cost of delivering fuel, oil, parts or loaned battery (but excluding the cost of these items themselves);
 - c. labor charges up to one hour for emergency repairs.
2. **"Non-owned watercraft"** means a **watercraft** that **you** rent or borrow with the owner's permission. It does not include watercraft:
 - a. owned in whole or in part by **you** or one of **your family members**;
 - b. available to **you** or **your family members** for regular use;
 - c. used by **you** or **your family members** for more than 14 consecutive days;
 - d. more than 26 feet in length;
 - e. capable of attaining a top speed in excess of 50 miles per hour.
3. **"Personal property"** means personal effects owned by **you** or **your household** while these items are aboard the **insured watercraft**, or being loaded or unloaded. Included are clothing, fishing gear, and sporting equipment. Not included are:
 - a. money, jewelry, watches, or furs;
 - b. valuable papers, photographs, personal ledgers or records;
 - c. antiques, collectibles, fine arts, china, glassware, or silver;
 - d. photography equipment, firearms, computer hardware or software;
 - e. cassettes, tapes, compact disks, and similar items used for the storage of music or electronic data;
 - f. consumables.
4. **"Uninsured watercraft"** means:
 - a. a **watercraft** that has no valid or collectible insurance for **bodily injury** or **property damage**;
 - b. a **watercraft** owned or operated by a person or organization with no valid or collectible insurance for **bodily injury** or **property damage**;

- c. a **watercraft** with an owner who cannot be found or identified (such as in a hit-and-run situation).

It does not include a **watercraft** that is:

- a. owned in whole or in part by **you** or one of **your family members**;
 - b. available to **you** or **your family members** for regular use;
 - c. used by **you** or **your family members**;
 - d. owned or operated by a state or federal governmental agency or authority.
5. **"Your household"** means **your family members** who reside with **you** in the same household.

EMERGENCY ASSISTANCE COVERAGE

We will reimburse **you** for the reasonable expenses that an **insured person** incurs for **emergency assistance** for the **insured watercraft** if it is disabled while navigating or trailering.

ADDITIONAL TERMS APPLYING TO EMERGENCY ASSISTANCE COVERAGE

1. ADDITIONAL EXCLUSIONS

This coverage does not apply when the **insured watercraft** is docked, moored, anchored, or parked in a safe location.

2. LIMIT OF LIABILITY

We will not pay **you** more than \$150 per incident. However, **we** will pay no more than \$300 for all **emergency assistance** during the Policy Period.

3. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance.

NON-OWNED WATERCRAFT LIABILITY COVERAGE

We will pay for **bodily injury** or **property damage** for which **you** or **your household** are legally liable as a result of the operation of a **non-owned watercraft**. All terms, conditions, exclusions and limitations to **COVERAGE B** for the **insured watercraft** apply to **non-owned watercraft** coverage for **bodily injury** or **property damage** except as stated below.

ADDITIONAL TERMS APPLYING TO NON-OWNED WATERCRAFT LIABILITY COVERAGE

1. ADDITIONAL EXCLUSIONS

We will not pay for:

- a. **property damage** to the **non-owned watercraft**;
- b. **bodily injury** to an owner of the **non-owned watercraft** or their **family members**.

2. LIMIT OF LIABILITY

Our Limit of Liability for all **bodily injury** or **property damage** arising out of one **accident** is the greater of:

- a. \$15,000; or

- b. 50% of the "each person" limit for **bodily injury** for Coverage B identified on the Declarations.

UNINSURED WATERCRAFT COVERAGE

We will pay for **bodily injury** sustained by **you** or **your household** while aboard the **insured watercraft** for which **you** or **your household** are legally entitled to recover from the owner or operator of an **uninsured watercraft**. The **bodily injury** must be caused by an **accident** involving the collision of an **uninsured watercraft** and the **insured watercraft**. The **accident** must occur during the Policy Period shown in the Declarations.

ADDITIONAL TERMS APPLYING TO UNINSURED WATERCRAFT COVERAGE

1. ADDITIONAL EXCLUSION

We will not pay for **bodily injury** claims settled without **our** written consent.

2. LIMIT OF LIABILITY

- a. **Our** Limit of Liability for **bodily injury** to any one person in one **accident** is the greater of:
 - (1) \$15,000; or
 - (2) 50% of the "each person" limit for **bodily injury** for Coverage B identified on the Declarations.
- b. This limit shall apply separately to each person injured in any one **accident**. **Bodily injury** sustained by any one such person shall include all injuries and damages sustained by others as a consequence of the **bodily injury**.

3. PAYMENT REDUCTION

Our payment under this coverage shall be reduced by amounts:

- a. paid by or on behalf of those legally liable;
- b. paid or payable under **COVERAGE B** or **C** of this Policy.

4. NO BENEFIT TO OTHERS

This coverage shall not inure to the benefit of any person or organization other than **you** and **your household**.

PERSONAL PROPERTY COVERAGE

We will pay for damage to **personal property** on the same terms **we** agree to pay for **loss** to the **insured watercraft** under Coverage A. All terms, conditions, exclusions, and limitations to Coverage A apply to coverage for damage to **personal property** except as stated below.

ADDITIONAL TERMS APPLYING TO PERSONAL PROPERTY COVERAGE

1. LIMIT OF LIABILITY

Our Limit of Liability for all combined **losses** to **personal property** arising out of any one accident shall not exceed the lesser of:

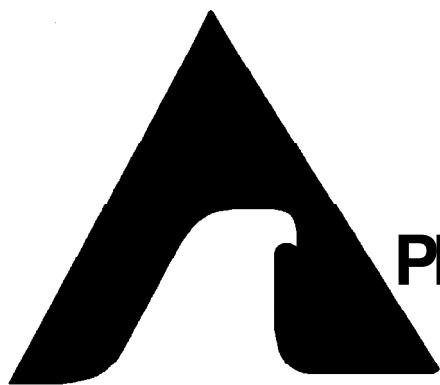
- a. \$150;
- b. the amount necessary to repair or replace the **personal property**;

- c. the actual cash value of the **personal property**;

2. DEDUCTIBLE

The deductible for the **insured watercraft** shown in the Declarations does not apply to damage to **personal property**. A separate \$50 deductible applies instead. However, this separate deductible will be waived if **loss** also occurs, at the same time, to the **insured watercraft** and the deductible shown in the Declarations is fully applied.

All other Policy terms and conditions apply.



**JETSPORT
PERSONAL WATERCRAFT
INSURANCE POLICY**

®

AMERICAN FAMILY HOME INSURANCE COMPANY

JACKSONVILLE, FLORIDA

MIAN ADMINISTRATIVE OFFICE

MAILING ADDRESS

P.O. BOX 5323

CINCINNATI, OHIO 45201-5323

1-800-543-2644

JETSPORT
PERSONAL WATERCRAFT INSURANCE POLICY
AMERICAN FAMILY HOME INSURANCE COMPANY
A Stock Insurance Company

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IMPORTANT NOTICE

This policy is a legal contract between **you** and **us**. Some of the key terms are displayed in bold type and defined in the Policy. It is **your** responsibility to be aware of, and comply with, the limitations and conditions of this policy. First, review **your** Declarations to confirm the coverages and limits **you** purchased. Then carefully read **your** policy including all endorsements. This is especially important since watercraft policies differ between insurance companies. Pay particular attention to the coverage exclusions and the reduced coverage limits that apply in some situations.

AGREEMENT

We agree to provide insurance for the Coverages that **you** have purchased. The insurance is subject to the conditions and terms described in this Policy.

DEFINITIONS USED IN THIS POLICY

1. **"Accident"** means:
 - a. a sudden event that results in **bodily injury, property damage, or loss** which an **insured person** does not expect or intend;
 - b. continued or repeated contact with the same conditions that result in **bodily injury, property damage, or loss** which an **insured person** does not expect or intend.
 2. **"Betterment"** means the increased value of property after a **loss**, when repair or replacement results in better than like kind or quality.
 3. **"Bodily injury"** means physical injury to the body of a person including resulting death. **Bodily injury** does not include communicable diseases or sickness.
 4. **"Commercial purpose"** means any use of the **insured watercraft** for which an **insured person** receives, or intends to receive, money or other economic benefits. It does not include an **insured person**:
 - a. sharing operating costs of a trip with guests;
 - b. receiving prizes for participating in water skiing tournaments or poker runs.
 5. **"Family member"** means a parent, spouse, son or daughter (whether natural, adopted, or step-).
 6. **"Ingestion"** means the entering into any engine, transmission, mechanical or electrical part of water, earth, debris, or plant life.
 7. **"Insured person"** means:
 - a. **you**;
 - b. a **family member**;
 - c. a person or organization operating or responsible for the operation of the **insured watercraft** with:
 - (1) **your** direct knowledge and express permission; or
 - (2) the direct knowledge and express permission of **your** spouse if **you** are legally married and **your** spouse is a resident of **your** household;
 - d. any person or organizations identified on the Declarations Page as "Additional Insureds". However, they are **insured persons** only with respect to **your** activities for which they may be held liable, but not for their own independent negligence or any other liability.
- Insured person** does not include:
- a. a captain or crew member who receives money or other benefits for operating the **insured watercraft** ;
 - b. a person or organization (including its agents or employees) conducting **marine business**.
8. **"Insured watercraft"** means the personal watercraft shown in the Declarations.
 9. **"Loss"** means physical **loss** of or damage. **Loss** does not include diminution of value or **loss** of use.
 10. **"Marine business"** means:
 - a. making, repairing, servicing, towing, chartering, renting, or selling watercraft;
 - b. operating a marina, boatyard, yacht club, or watercraft school; or
 - c. any other commercial marine activity.
 11. **"Policy territory"** means the Continental United States and Canada. Included are their territorial waters up to 5 miles offshore.
 12. **"Property damage"** means physical damage to or destruction of tangible property.
 13. **"Unseaworthy"** and **"unseaworthiness"** means a vessel, its machinery and equipment:
 - a. that is not reasonably fit for its intended use because of neglect or a lack of maintenance;
 - b. that is not in a reasonable state of repair and can be damaged by ordinary weather, calm water, or through normal intended use.
 14. **"Watersports"**:
 - a. means the activity of a person or persons being towed by the **insured watercraft** while upon water-skis, wakeboards, inflatable tubes, or similar devices specifically designed for towing persons; and
 - b. concludes when all persons involved in **watersports** activities have been taken safely aboard the **insured watercraft** or have landed safely in another location out of water.

Watersports does not include parasailing, spinnaker flying, kite skiing, hang gliding, or similar activity involving tethered flight or subsequent release.

15. **"We"**, **"us"**, and **"our"** mean the insurance company identified in the Declarations.

16. **"You"** and **"your"** mean the Named Insured identified in the Declarations.

EXCLUSIONS APPLYING TO ALL COVERAGES

(See also Additional Exclusions in the individual Coverage Sections.)

This Policy does not cover **bodily injury**, **property damage**, or **loss**:

1. When the **insured watercraft** is:
 - a. outside of the **policy territory**;
 - b. used for a **commercial purpose**;
 - c. used for any illegal purpose;
 - d. owned in whole or in part by someone other than **you** or **your** spouse;
 - e. operated in any organized race or speed contest.
2. Arising out of:
 - a. declared or undeclared war, civil war, riot or revolt;
 - b. the detonation of a nuclear device or radioactive contamination from any source.

SECTION I - WATERCRAFT DAMAGE INSURANCE

COVERAGE A - COVERAGE FOR LOSS

We will pay for **loss** to the **insured watercraft** arising out of an **accident**. The **accident** and the **loss** must occur during the Policy Period shown in the Declarations.

TERMS APPLYING TO COVERAGE A:

1. MULTIPLE INSURED WATERCRAFT

If the Declarations show more than one **insured watercraft**, **we** will insure each one separately.

2. ADDITIONAL PAYMENTS

When **we** pay for **loss**, **we** will also pay reasonable and necessary costs:

- a. to transport the **insured watercraft** or its parts to a nearby place of repair;

- b. for the recovery of the **insured watercraft**;
- c. up to 14 days for storage of the **insured watercraft** when it is stolen and recovered or damaged from a covered **loss**.

3. ADDITIONAL EXCLUSIONS

We will not pay for **loss** arising out of:

- a. **unseaworthiness**;
- b. mechanical, electrical, or structural failure;
- c. wear and tear, deterioration, weathering, corrosion, rust, metal fatigue, or electrolysis;
- d. **ingestion**;
 - (1) unless directly resulting from the total submersion of the **insured watercraft** caused by collision with a fixed or floating object;
 - (2) directly resulting from use that is contrary to the recommendation of the manufacturer of the **insured watercraft**.
- e. engine overheating or inadequate lubrication;
- f. dampness of atmosphere, rot, dry rot, mold, or mildew;
- g. marring, scratching, denting, chipping, delamination, or osmotic blistering;
- h. faulty manufacture or defect in design;
- i. improper repair;
- j. freezing, thawing, or contact with ice;
- k. birds, rodents, insects, animals, vermin, and marine life except if **loss** is caused by collision;
- l. legal or illegal seizure or confiscation, or during detention by any governmental body;
- m. a taking, holding, hiding, repossession or sale by:
 - (1) anyone to whom was given the **insured watercraft's** care, custody, control, or use;
 - (2) anyone making a claim for or against the **insured watercraft** under contract, agreement or law.

Exclusions "b." through "k." shall not apply to ensuing **loss** caused by consequential sinking, burning, or collision of the **insured watercraft**.

4. **LIMIT OF LIABILITY**

Our Limit of Liability for **loss** is:

- a. the market value of the **insured watercraft** just prior to the **loss**. **We** will determine market value from the selling prices of similar watercraft or published boat price guides with consideration for its age, condition, and equipment;
- b. reduced by:
 - (1) the deductible shown in the Declarations;
 - (2) **betterment**;
 - (3) the amount of any unrepaired prior **loss** or damage to the **insured watercraft**.

5. **NO BENEFIT TO OTHERS**

This Coverage is for **your** benefit alone.

6. **TERMS OF PAYMENT OF LOSS**

When **we** pay for **loss** the following terms apply:

a. **TOTAL LOSS**

We will pay **our** Limit of Liability for **loss** if:

- (1) the **insured watercraft** is lost or stolen and is not found or recovered within a reasonable time;
- (2) **our** Limit of Liability for **loss** is less than the reasonable cost to repair the damage to the **insured watercraft** less any salvage value.

b. **PARTIAL LOSS**

When **loss** is less than **our** Limit of Liability for **loss**, **we** will pay for reasonable repairs in accordance with customary repair practices. This includes limiting payment to the cost to patch, weld or spot repair.

When **we** pay for damaged or missing parts, **we** may at **our** option:

- (1) replace parts with parts that have been remanufactured or reconditioned; or
- (2) reduce **our** payment for depreciation based on the condition and expected useful life of the damaged or missing parts just prior to the **loss**; or
- (3) both of the above.

c. **APPRAISAL**

If **we** cannot agree with **you** on the amount of payment for **loss**, either party may make a written demand for an appraisal. In this event, each party will choose and pay a competent and disinterested appraiser. Each will share other appraisal costs equally. The appraisers will pick a third person to settle differences. An amount agreed to in writing by two of them will be the amount of the **loss**.

d. **SALVAGE**

When **we** pay for a loss, **we** have the option to claim any salvage. If **we** exercise this option **you** must give **us** clear title to that salvage.

e. **DEDUCTIBLE**

We will adjust each **loss** separately. **Our** payment for each **loss** will be reduced by the deductible shown in the Declarations.

If two or more **insured watercraft** are damaged in the same **accident**, **we** will apply a deductible separately to each **insured watercraft's loss**.

f. **LOSS PAYEE**

Payment for **loss** will be made to **you** and any Lienholder shown in the Declarations. **We** may include repairers or suppliers in the payment.

g. **OTHER INSURANCE**

When there is other insurance for a **loss** covered by this insurance, **we** will pay **our** share. **Our** share is that part of the **loss** that **our** Limit of Liability bears to the total limits of all applicable insurance.

SECTION II - LIABILITY INSURANCE

COVERAGE B - LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE

BODILY INJURY AND PROPERTY DAMAGE

We will pay for **bodily injury** and **property damage** for which an **insured person** is legally liable. The **bodily injury** and **property damage** must be caused by an **accident**. The **accident** must occur during the Policy Period shown in the Declarations. Liability must arise from the ownership, maintenance or use of the **insured watercraft**.

TERMS APPLYING COVERAGE B:

1. **OUR DUTY TO DEFEND**

We will settle or defend a claim or suit asking for damages for **bodily injury** or **property**

damage. We will choose to settle or defend as **we** consider appropriate. However, **our** duty to settle or defend:

- a. is limited to costs and expenses **we** incur;
- b. ends when **we** have paid an amount equal to **our** Limit of Liability.

2. ADDITIONAL PAYMENTS

When **bodily injury** or **property damage** is covered, **we** will also pay:

- a. interest on that part of a judgment that does not exceed **our** Limit of Liability. Interest is paid from the date of judgment until **we** pay **our** part of the judgment;
- b. reasonable costs an **insured person** incurs at **our** request to attend trials or hearings. However, **we** will not pay for **loss** of earnings.

3. ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B

This Coverage does not apply to:

- a. **Bodily injury** to:
 - (1) **you**;
 - (2) a captain or crew member who receives money or other benefits from an **insured person** for operating or providing services to the **insured watercraft**;
 - (3) a person who is eligible to receive any benefits voluntarily provided or required to be provided under any:
 - (a) workers' compensation law;
 - (b) non-occupational disability law; or
 - (c) occupational disease law;
 - (4) a person who trespasses on the **insured watercraft**;
- b. **Bodily injury** arising out of:
 - (1) communicable diseases or sickness;
 - (2) any sexual act, including but not limited to assault, molestation, abuse, incest, or rape;
 - (3) corporal punishment or physical or mental abuse;
- c. **Bodily injury** or **property damage** arising out of:
 - (1) noise or vibration;

(2) pollution or contamination unless caused by a covered **loss**;

(3) parasailing, spinnaker flying, kite skiing, hang gliding, or similar activity involving tethered flight or subsequent release;

(4) the transportation of the **insured watercraft** on land;

(5) **watersports accidents** unless "Watersports Liability" is shown on the Declarations.

d. **Bodily injury** or **property damage** when an **insured person** is insured under nuclear energy liability insurance. This Exclusion applies even if the limits of that insurance are reached;

e. **Bodily injury** or **property damage** liability an **insured person** assumes by contract or agreement;

f. **Property damage** to property:

(1) owned by an **insured person** or his or her **family members**;

(2) rented to or in the care, custody, or control of an **insured person**;

g. Costs to transport, rescue, recover, store, or dispose of the **insured watercraft**;

h. Punitive damages;

i. Fines or penalties from any governmental body.

4. LIMITS OF LIABILITY

Our Limits of Liability for **bodily injury** or **property damage** apply as follows:

a. The limit for "each person" shown in the Declarations is the most **we** will pay for **bodily injury** to any one person in one **accident**. However, if a smaller limit applies, as stated in Paragraph 4.b., below, **we** will apply the smaller limit.

b. **We** will pay no more than the lesser of 25% of the "each person" limit shown in the Declarations or \$25,000 for the liability of an **insured person** for **bodily injury** to:

(1) his or her **family members**;

(2) another **insured person**. This limitation does not apply to **your** liability to another **insured person**;

(3) anyone with more than a 20% ownership interest in **you**. This is provided that **you** are a legal partnership, corporation, or other organization.

- c. The limit for "**property damage**" shown in the Declarations is the most **we** will pay for all **property damage** resulting from one **accident**. However, **we** will pay no more than \$500 for **property damage** to personal property of others that is carried aboard the **insured watercraft**. (Personal property of **insured persons** or their **family members** is excluded under Paragraph 3.f.(1) above.)
- d. The limit for "each **accident**" shown in the Declarations is the most **we** will pay for all **bodily injury** and **property damage** combined in one **accident**.

The number of **our** policies, **insured persons**, **insured watercraft**, watercraft, claims or claimants does not increase these amounts.

5. OTHER INSURANCE

This insurance is excess over any other valid and collectible insurance. However, **you** may purchase insurance in specific excess of this Policy.

SECTION III - INSURANCE FOR MEDICAL EXPENSES

COVERAGE C - MEDICAL PAYMENTS

We will pay for necessary medical or funeral expenses for **bodily injury** caused by an **accident** arising from the ownership, maintenance or use of the **insured watercraft**.

The **bodily injury** must occur during the Policy Period shown in the Declarations. All costs must be incurred within one year of the **accident**.

TERMS APPLYING TO COVERAGE C

1. ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE C

This Coverage does not apply to:

- a. **bodily injury** to:
 - (1) a person who is eligible to receive any benefits voluntarily provided or required to be provided under any:
 - (a) workers' compensation law;

- (b) non-occupational disability law; or
- (c) occupational disease law;
- (2) a person who trespasses on the **insured watercraft**;

- b. **bodily injury** that is expected or intended;
- c. **bodily injury** occurring while the **insured watercraft** is operated by someone other than an **insured person**.

2. LIMIT OF LIABILITY

We will pay no more than the Limit of Liability shown in the Declarations to any one person in one **accident**. This limit shall apply separately to each person injured in any one **accident**.

3. OTHER INSURANCE

For **you** and **your family members**, this insurance is excess of any other applicable insurance. For all other persons, this insurance is primary and applies in addition to any other insurance.

SECTION IV - TRAILER INSURANCE

COVERAGE D - PHYSICAL DAMAGE COVERAGE FOR YOUR TRAILER

If a Limit of Liability for trailer coverage is shown on the Declarations, **we** will pay for damage to a trailer that **you**:

1. own; and
2. use exclusively to transport the **insured watercraft** over land.

We will pay for damage on the same terms **we** agree to pay for **loss** under Coverage A. All terms, conditions, exclusions and limitations of Coverage A apply except as stated below.

No liability coverage is provided for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of **your** trailer.

ADDITIONAL TERMS APPLYING TO COVERAGE D:

1. ADDITIONAL EXCLUSION:

We will not pay for **loss** to tires.

2. LIMIT OF LIABILITY

Our Limit of Liability for damage to **your** trailer is the fair market value of **your** trailer as determined by its age and condition just prior to the damage.

This Limit is separate and independent of **our** Limit of Liability for damage to the **insured watercraft**.

3. DEDUCTIBLE

The deductible for the **insured watercraft** shown in the Declarations does not apply to damage to **your** trailer. A separate \$100 deductible will apply instead. However, this separate deductible will be waived if:

- a. **loss** also occurs, at the same time, to the **insured watercraft**, and
- b. the deductible shown in the Declarations is fully applied.

GENERAL CONDITIONS

1. POLICY CHANGE TO BE MADE BY US

No change may be made to this Policy except by Endorsement issued by **us**.

2. SUIT AGAINST US

We may not be sued unless there has been compliance with all the terms of this Policy. Under Coverage B, no one has a right to sue **us** until the duty of an **insured person** to pay is finally decided by a court. Bankruptcy or insolvency of an **insured person** or an **insured person's** estate does not relieve **us** of **our** obligation under this Policy.

3. OUR RECOVERY RIGHTS

If **we** pay under this Policy, **we** have all rights of recovery of an **insured person**. That **insured person** must do all that is needed to help **us** exercise these rights. An **insured person** may do nothing to impair these rights.

4. TRANSFER OF POLICY

Interest in this Policy may not be transferred without **our** written consent.

5. NONRENEWAL

If **we** decide not to renew this Policy **we** will mail **you** a notice of nonrenewal. This notice will be sent to the address shown in the Declarations. It will be sent at least 30 days before the Policy Period ends. Proof of mailing will be proof that **you** were notified. If **we** offer to renew and **you** do not pay the renewal premium, **you** have declined **our** offer.

6. CANCELLATION BY YOU

To cancel this Policy, **you** must tell **us** in writing at what future date the cancellation should be.

7. CANCELLATION BY US

We may cancel by mailing to **you** a cancellation notice. This notice will be sent to the address shown in the Declarations. It will be sent at least 30 days before the cancellation date. Only 10 days notice will be given if **we** cancel for nonpayment of premium. Also, only 10 days notice will be given if the Policy has been in effect less than 60 days and is not a renewal Policy. Proof of mailing will be proof that **you** were notified.

8. RETURN OF PREMIUM

Upon cancellation, **you** may be entitled to a premium refund. **We** will send that refund to **you**. However:

- a. **our** making a refund is not a condition of cancellation;
- b. if **we** cancel for a reason other than nonpayment of premium, the refund will be figured on a pro rata basis;
- c. if **you** cancel for any reason, or if **we** cancel because of **your** nonpayment of premium, the refund will be based on **our** short rate table subject to **our** retention of any minimum premium shown on the Declarations;
- d. if the **insured watercraft** incurs a **loss** for which **we** pay **our** Limit of Liability, the annual premium shall be fully earned and paid for that **insured watercraft**.

9. POLICY REINSTATEMENT

If **we** send notice of cancellation, but then receive and deposit **your** premium payment, **we** will not reinstate the Policy. However, if **we**:

- a. cancel for nonpayment of premium; but
- b. receive the required payment before the cancellation date;

the cancellation will not be effective.

10. CONFORMS TO STATE LAW

If terms of this Policy conflict with **your** state law, they are amended to conform to that law.

11. ABANDONMENT

You may not abandon the **insured watercraft** to **us** without **our** prior written consent.

12. AN INSURED PERSON'S RESPONSIBILITIES AFTER AN ACCIDENT OR LOSS

You must notify **us** promptly of any **accident**. This notice shall give the time, place, and circumstances of the **accident** or **loss**. It should also include names and addresses of witnesses and injured persons.

An **insured person** shall also:

- a. cooperate with and assist **us** in matters concerning a claim or suit;
- b. immediately send **us** all legal papers received;
- c. authorize **us** to obtain medical and other records;
- d. provide proofs of **loss** that **we** require;
- e. if **we** ask, give **us** a written statement describing the **accident** or **loss** and agree to be examined under oath;
- f. not assume any obligation or make any payment.
- g. take reasonable steps after a **loss** to protect the **insured watercraft**;
- h. promptly report theft or vandalism to the police;
- i. allow **us** to inspect the **insured watercraft** before repair or disposal.

13. MISREPRESENTATION AND FRAUD

If **you**, at any time, intentionally conceal or misrepresent material information relating to:

- a. application(s);
- b. **accidents**, or
- c. **losses**;

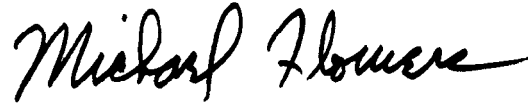
we will void this Policy back to its inception.

Moreover, if a person knowingly makes a claim based on false information with the purposes of defrauding **us**, that person may be guilty of insurance fraud.

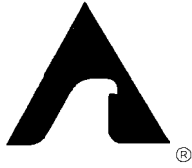
The President and Secretary of **our** Company have signed this Policy. It has also been countersigned on the Declarations by an authorized representative if required by law.



Chairman, President and CEO



Secretary



ARKANSAS ACT 197 OF 1987

AMERICAN MODERN INSURANCE GROUP

**American Modern Home Insurance Company
American Family Home Insurance Company**

P.O. Box 5323
Cincinnati, OH 45201-5323

Telephone: 1-800-543-2644 - Customer Service Ext. 3

Your agent's name, address and telephone number is printed in the upper right portion of **your** policy declarations page. Inquiries concerning **your** policy can be made by contacting **your** agent or by calling American Modern Home Insurance Group Customer Service at the phone number listed above.

If **we** at American Modern Home Insurance Group fail to provide **you** with reasonable and adequate service, **you** should feel free to contact:

Arkansas Insurance Department
Consumer Services Divisions
1200 West Third Street
Little Rock, Arkansas 72201-1904
800-852-5494 or 501-371-2640



AMERICAN FAMILY HOME INSURANCE COMPANY

WATERCRAFT POLICY DECLARATIONS

POLICY NUMBER: 0700000000000

NAMED INSURED:
INSURED NAME
INSURED ADDRESS
CITY ST ZIP

AGENT 012345:
AGENT NAME
AGENT ADDRESS
CITY ST ZIP

MAIL TO:
INSURED
INSURED ADDRESS
CITY ST ZIP

BROKER 123456:
BROKER NAME
BROKER ADDRESS
CITY ST ZIP
PHONE NUMBER

POLICY PERIOD:
FROM: OCTOBER 1, 2004 **TO:** OCTOBER 1, 2005
12:01 A.M. STANDARD TIME
AT INSURED PROPERTY ADDRESS

WATERCRAFT LOCATION:
GARAGE LOCATION
CITY ST ZIP

LIENHOLDER 1 ACCT:
LIENHOLDER NAME
LIENHOLDER ADDRESS
LIENHOLDER ADDRESS2
CITY ST ZIP

UNIT	YEAR	MAKE	MODEL	CC'S	HULL ID
1.	2000	SEA DOO	GTI LE RFI	718	123456789
	TYPE	YEAR	MAKE/MODEL/DESCRIPTION	SERIAL NUMBER	VALUE
	TRAILER	2000	EXCALIBUR	123456789	750

THIS POLICY PROVIDES ONLY THE FOLLOWING COVERAGES FOR THIS UNIT:

SECTION	ITEM	COVERAGE	LIMIT	PREMIUM
1	COV A	PHYSICAL DAMAGE (MARKET VALUE)	SEE POLICY	\$218.00
1	COV A	COVERAGE A DEDUCTIBLE	\$500	
4	COV D	TRAILER PHYSICAL DAMAGE	\$750	\$10.00
4	COV D	TRAILER DEDUCTIBLE \$100		
2	COV B	LIABILITY – EACH PERSON	\$50,000	\$44.00
2	COV B	LIABILITY – PROPERTY DAMAGE	\$50,000	
2	COV B	LIABILITY – EACH ACCIDENT	\$50,000	
*	ENDORSE	JETSPORT ADVANTAGE ENDORSEMENT		\$25.00
2	COV B	WATERSPORTS LIABILITY	INCL	\$14.00
3	COV C	MEDICAL PAYMENTS	\$5,000	\$20.00
MINIMUM WRITTEN AND/OR EARNED MAY APPLY			TOTAL PREMIUM	\$331.00

"PROPERTY DAMAGE" INCLUDES COVERAGE FOR POLLUTION

*JETSPORT ADVANTAGE ENDORSEMENT COVERAGES AND LIMITS

EMERGENCY ASSISTANCE & TOWING COVERAGE \$150

NON-OWNED WATERCRAFT LIABILITY COVERAGE GREATER OF \$15,000 OR 50% OF COVERAGE B PER PERSON LIMIT

UNINSURED WATERCRAFT COVERAGE GREATER OF \$15,000 OR 50% OF COVERAGE B PER PERSON LIMIT

PERSONAL PROPERTY COVERAGE \$150

(CONTINUED ON REVERSE SIDE)

ENDORSEMENT FORMS APPLICABLE TO THIS POLICY:

JS000 01/05; JSV00 01/05;

OWNERSHIP EXPERIENCE DISCOUNT APPLIED
RENEWAL DISCOUNT APPLIED

NAMED INSURED: INSURED NAME

POLICY NUMBER: 0700000000000

OPERATOR INFORMATION:

#	NAME
1	INSURED NAME
2	
3	
4	

DRIVER'S LICENSE NO.	STATE
123456789	OH

ADDITIONAL INSURED:
NONE

LIENHOLDER 2:
NONE

PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:

AGENT NAME
PHONE: (000) 000-0000

CLAIMS TELEPHONE NUMBER: 1-800-543-2644
HOURS: 8:00 A.M. - 7:00 P.M. EST/EDT

AMERICAN FAMILY HOME INSURANCE GROUP
P.O. BOX 5323
CINCINNATI, OHIO 45201-5323



****NON-RENEWAL NOTICE****

070 000-000-00-00
MAIL DATE: 11/26/01

JOHN DOE
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

AMERICAN FAMILY HOME
AMERICAN FAMILY HOME
DEPT 00429
CINCINNATI OH 45274-0429

IMPORTANT



NON-RENEWAL REASON WILL PRINT HERE

JOHN DOE
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

INSURED PROPERTY:
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

INSURANCE AGENCY
111-123-4567

ADDITIONAL POLICY INFORMATION



****CANCELLATION NOTICE****

070 000-000-00-00
MAIL DATE: 11/26/01

JOHN DOE
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

AMERICAN FAMILY HOME
AMERICAN FAMILY HOME
DEPT 00429
CINCINNATI OH 45274-0429

IMPORTANT



CANCELLATION REASON WILL PRINT HERE

JOHN DOE
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

INSURED PROPERTY:
1234 SOMEWHERE STREET
ANYWHERE IL XXXXX

INSURANCE AGENCY
111-123-4567

ADDITIONAL POLICY INFORMATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**JETSPORT PERSONAL
WATERCRAFT INSURANCE POLICY
AMENDATORY ENDORSEMENT – ARKANSAS**

DEFINITIONS USED IN THIS POLICY

The following definition is added:

"Punitive Damages" are those damages awarded in addition to actual damages to punish a wrongdoer and deter others from similar conduct.

SECTION I – WATERCRAFT DAMAGE INSURANCE

Under Item 6., **TERMS OF PAYMENT OF LOSS**, the following is added to paragraph c.,
APPRAISAL:

Appraisal shall be voluntary by all parties and the results shall be non-binding.

GENERAL CONDITIONS

Under Item 3., **OUR RECOVERY RIGHTS**, the following is added:

The **insured person** must be fully compensated before **we** impose our right to recovery.

<i>SERFF Tracking Number:</i>	<i>AMMH-125930091</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Family Home Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>20080415-07</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>2009 - Jetsport Forms</i>		
<i>Project Name/Number:</i>	<i>2009 - Jetsport Forms/20080415-07</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AMMH-125930091</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Family Home Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>20080415-07</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>2009 - Jetsport Forms</i>		
<i>Project Name/Number:</i>	<i>2009 - Jetsport Forms/20080415-07</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	12/18/2008
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Comments:

Attachment:

F778AR_form.pdf

Satisfied -Name:	Cover Letter	Review Status:	Approved	12/18/2008
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Comments:

Attachment:

Filing letter-forms.pdf

Satisfied -Name:	Proposed Forms List	Review Status:	Approved	12/18/2008
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Comments:

Attachment:

proposed FORMS PAGE ONLY_revised 12-15-08.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		20080415-07		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		20081202-02		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Declaration page	0110-4629(05/92)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Cancellation Notice	JENRI	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Non-Renewal Notice	JENRIC-16	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Jetsport Personal Watercraft Insurance Policy	JS000 (03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Arkansas Act 197 of 1987	71428 (02/02)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Jetsport Personal Watercraft Insurance Policy Advantage Endorsement	JSV00 (01/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Jetsport Personal Watercraft Insurance Policy Advantage Plus Endorsement	JSADP (01/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Jetsport Personal Watercraft Insurance Policy Machinery Damage Exclusion Endorsement	JSM00 (04/00)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



**AMERICAN FAMILY HOME
INSURANCE COMPANY**

April 25, 2008

ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: American Family Home
First Choice Watercraft Program
Forms Filing
Company File Number: 20080415-07
NAIC Number: 127-23469
Federal ID Number: 31-0715697

Dear Commissioner:

- On behalf of American Family Home Insurance Company and in accordance with the filing requirements of Arkansas, we are submitting a new Jetsport Watercraft program.

I have enclosed a copy of the forms page as well as the forms for your review. We feel the proposed filing is neither excessive, inadequate nor unfairly discriminatory.
This forms filing is part of Rate/Rule filing 20081202-02.

We are requesting an effective date for on or after 02/01/2009 for new and renewal business. If you have any questions, please contact me at the number listed below or by email at meanderson@amig.com

Cordially,

Mellisa M. Anderson
Compliance Analyst
The Midland Company/AMIG
1-800-759-9008 ext. 5835

**ARKANSAS
AMERICAN FAMILY HOME INSURANCE COMPANY
JETSPORT PERSONAL WATERCRAFT PROGRAM**

FORMS

Form #	Edition Date	Name
0110-4269	(05/92)	Declaration page
JENRI		Cancellation Notice
JENRIC-16		Non-Renewal Notice
JS000	(03/06)	Jetsport Personal Watercraft Insurance Policy
71428	(02/02)	Arkansas Act 197 of 1987
JSV00	(01/05)	Jetsport Personal Watercraft Insurance Policy Advantage Endorsement
JSADP	(01/05)	Jetsport Personal Watercraft Insurance Policy Advantage Plus Endorsement
JSM00	(04/00)	Jetsport Personal Watercraft Insurance Policy Machinery Damage Exclusion Endorsement
JSA03	(12/08)	Jetsport Personal Watercraft Insurance Policy Amendatory Endorsement- Arkansas

<i>SERFF Tracking Number:</i>	<i>AMMH-125930091</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Family Home Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>20080415-07</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>2009 - Jetsport Forms</i>		
<i>Project Name/Number:</i>	<i>2009 - Jetsport Forms/20080415-07</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Proposed Forms List	12/04/2008	Proposed FORMS PAGE ONLY.pdf

**ARKANSAS
AMERICAN FAMILY HOME INSURANCE COMPANY
JETSPORT PERSONAL WATERCRAFT PROGRAM**

FORMS

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JSM00	(04/00)	Jetsport Personal Watercraft Insurance Policy Machinery Damage Exclusion Endorsement